



## COUNTY OF ERIE

MARK C. POLONCARZ  
COUNTY EXECUTIVE

### REQUEST FOR PROPOSAL

Requests for Proposals, as stated below, will be received and publicly opened by the Department of Parks, Recreation and Forestry in accordance with the attached specifications. **FAX RFPs are unacceptable. RFPs must be submitted in a sealed envelope to:**

County of Erie  
Department of Parks, Recreation and Forestry  
95 Franklin Street, Room 1254  
Buffalo, New York 14202-3967

**NOTE:** Lower left hand corner of envelope **MUST** indicate the following:

RFP NUMBER: 1613VF

OPENING DATE: 3/16/2016 TIME: Noon

FOR Grover Cleveland Golf Course Concessions

NAME OF COMPANY: \_\_\_\_\_

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

<u>X</u>	EXHIBIT "A" - Assignment of Public Contracts
<u>X</u>	EXHIBIT "A1" - Conflict of Interest Disclosure Statement
<u>X</u>	EXHIBIT "B" - Non-Collusive Bidding Certification
_____	EXHIBIT "C" - Construction/Reconstruction Contracts
_____	EXHIBIT "D" - Bid Bond (Formal Bid)
<u>N/A</u>	EXHIBIT "E" - Bid Bond (Informal Bid)
_____	EXHIBIT "F" - Standard Agreement
_____	EXHIBIT "H" - MBE/ WBE Commitment
<u>X</u>	EXHIBIT "IC" - Insurance (Classification "E")
_____	EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond

**COUNTY OF ERIE**  
**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

The purpose of this conflict of interest disclosure statement (hereinafter "Disclosure") is to protect the interests of the County of Erie (hereinafter "County") when conducting evaluations regarding potential County projects, funding and/or contractual arrangements. The process whereby outside applicants are evaluated for County projects and/or funding must be conducted in a manner that insures against any bias or even the perception of a conflict of interest. Therefore, prior to taking part in the selection process, those serving as evaluators must complete the attached Disclosure.

Attached to each Disclosure will be a list of the organizations, as well as their subcontractors, subject to evaluation. The chair of the selection committee will prepare the list and attach same to the Disclosure prior to distribution. Once the Disclosure has been completed, each evaluator is asked to return the form to the chair of the selection committee. Evaluations shall not commence until all Disclosures have been returned.

**COUNTY OF ERIE**

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

<b>NAME:</b> _____
<b>TITLE:</b> _____
<b>DEPARTMENT OR AGENCY:</b> _____
<b>PROJECT TO BE EVALUATED:</b> _____

1. **Current Employment:** Do you, your spouse or dependent children currently hold a position with, or are actively seeking employment from, any of the organizations listed on **Attachment A** that are subject to evaluation? *[If none, please write "None."]*

<u><b>Name</b></u>	<u><b>Relationship</b></u>	<u><b>Employer</b></u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. **Past Employment:** Have you, your spouse or dependent children held a position in the past five (5) years, either directly or indirectly, with any of the organizations listed on **Attachment A** that are subject to evaluation? *[If none, please write "None."]*

<u><b>Name</b></u>	<u><b>Relationship</b></u>	<u><b>Employer</b></u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. **Financial Interest:** Describe any financial interest, affiliation and/or connection that you, your spouse or your dependent children may have, either directly or indirectly, with any of the organizations listed on **Attachment A** that are subject to evaluation. *[If none, please write "None."]*


4. **Conflicts of Interest:** Are there any other issues, factors and/or affiliations that pertain to you, your spouse or dependent children that may pose a conflict of interest or the appearance of a conflict of interest in the event that you participate in the evaluation process for the underlying project? *[If none, please write "None."]*


*I \_\_\_\_\_ certify that the above statements are true and correct to the best of my knowledge. I promise to update this disclosure form promptly in the event there is a change in relevant circumstances. If I should gain access to proprietary information belonging to other agencies, organizations or companies, I agree to protect their information from unauthorized use or disclosure and refrain from using such information for any purpose other than that for which it was furnished.*

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

# **ATTACHMENT A**

**PROJECT TO BE EVALUATED:** \_\_\_\_\_

**CHAIR OF SELECTION COMMITTEE:** \_\_\_\_\_

**COUNTY DEPARTMENT OR AGENCY:** \_\_\_\_\_

**The following organizations, including subcontractors, are subject to evaluation in relation to the underlying project:**

1.
  - a) Subcontractors
    - (1)
    - (2)
    - (3)
2.
  - a) Subcontractors
    - (1)
    - (2)
    - (3)
3.
  - a) Subcontractors
    - (1)
    - (2)
    - (3)

# County of Erie

## NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

### NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

### PROPOSAL NOT ACCEPTABLE WITHOUT THE FOLLOWING CERTIFICATION:

Affirmed as per specifications under penalty of perjury this RFP \_\_\_\_\_ submitted \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

TERMS \_\_\_\_\_ DELIVERY DATE AT DESTINATION \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

DOES NOT OWE ANY OUTSTANDING TAXES TO THE COUNTY OF ERIE.

AUTHORIZED SIGNATURE \_\_\_\_\_

TYPED NAME OF AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

# County of Erie

Page 2 of 7 Pages

## Department of Parks, Recreation and Forestry Price Page

Ship to: COUNTY OF ERIE

Attention: Grover Cleveland Golf Course

Address 3781 Main St  
Amherst, NY 14226

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Mandatory On-Site Walk Through-		
			Wednesday, March 9, 2016 at 10:00 am		
			Questions via Email (Michelle.DePasquale@erie.gov)		
			Monday, March 14, 2016		
			Please Provide 3 References of Prior Similar Work Performed		
			With RFP Submission		
			Wednesday, March 16, 2016		
			Grover Cleveland Golf Course Concession – See detailed		
			specifications on Pages 2A through 2K		
			\$_____ per season. Flat rate includes functions		
			approved by the Commissioner of Parks, Recreation and		
			Forestry and specified herein.		

**NOTE:** RFP results cannot be given over the phone. All requests for RFP results should be submitted in writing or faxed to:

**ERIE COUNTY DEPT OF PARKS      TOTAL NET PROPOSAL DELIVERED INSIDE**

Freedom of Information Officer  
95 Franklin Street, Rm. 1254  
Buffalo, NY 14202  
FAX #: **716/858-8314**

**NAME OF COMPANY**

(Rev. 9/95)

ERIE COUNTY RATH BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-7037

I. **SCOPE OF OPERATION:**

The successful bidder will operate the concessionaire stand at Grover Cleveland Golf Course annually in strict compliance with rules and regulations set forth by the County of Erie's (hereinafter "County") Commissioner of Parks, Recreation and Forestry (hereinafter "Commissioner").

Concessionaire must offer for sale to the patrons of the golf course at reasonable prices, (not higher than charged by stores in the vicinity for similar items); soft drinks, candy, chewing gum, coffee, milk, hot chocolate, ice cream, and other frozen refreshments, hot dogs and hamburgers, beer, wine and other items as are found in demand by patrons of the golf course and approved by the Commissioner. Please provide both a menu and banquet menu with proposal.

Concessionaire must maintain the proper beer and wine licenses, at its own expense, from the State of New York for clubhouse, halfway house concessions and beverage cart if vendor opts.

Concessionaire may sell at, reasonable rates or prices, sporting equipment, such as golf supplies, including tees, balls, gloves, etc., in first class condition as may be approved by the Commissioner. Concessionaire must provide sufficient insurance to cover liability for above items prior to renting/ selling them. Approval of insurance requirements and quality of equipment being rented/ sold must first be done so by the Commissioner.

Concessionaire may additionally have a maximum of two (2) vending machines and one (1) ATM If the Concessionaire so chooses, the vending machines can be located at the 1<sup>st</sup> and/or 12<sup>th</sup> golf tees. The types of products offered in the vending machines must be approved in advance by the Commissioner. The responsibility to stock and maintain the vending machines are solely that of the Concessionaire and the County reserves the right to discontinue this practice at any time. The Concessionaire likewise assumes any liability for damage and/ or repairs made to the machines for the length of the contract. With approval from the Commissioner, the Concessionaire can offer this vending option for all or part of each year the concessionaire is under contract. Vending machines must fit current electrical configuration and capacity.



II. **CONTRACT PERIOD AND TERM:**

The contract period shall be for three (3) years commencing on or about April 1, 2016. The Concessionaire shall have the option to renew and extend this agreement for one separate additional term of three (3) years commencing on or about the first day of April 1, 2019, upon approval of the County, provided that it has satisfactorily operated the concession for the period prior to exercising the option and provided that it shall give written notice to the County within 120 days immediately preceding the optional renewal term.

III. **AWARD DEPOSIT:**

Successful bidder will be requested to present a certified check payable to "Erie County Parks," upon signing the contract for fifty percent (50%) of the annual fee. Any successful bidder who refuses to execute a contract upon the terms set forth in these specifications shall forfeit their award.

IV. **ANNUAL FEE:**

The fee for the initial term to be paid by the Concessionaire shall be determined by public bid -- one half payable upon execution of this contract and balance paid by September 1, 2016. The license fee for all subsequent years (including possible 3 year option) shall be done so in two (2) equal installments due on June 1st and November 1st. Failure to make payments in a timely manner may result in the cancellation of the contract.

V. **RESPONSIBILITIES OF CONTRACTOR:**

- A. Successful bidder must enter into an agreement giving the Concessionaire the exclusive right and privilege to operate the concession stand in the Club House and concession building at Grover Cleveland Golf Course. Additionally, the Concessionaire may choose to operate a portable food and beverage cart on the course. Said food and beverage cart must be provided by the Concessionaire; not the County.
- B. Concessionaire will operate the concession with competent and courteous personnel. All personnel will be clean and neat in appearance. All personnel working in the concession shall treat the customers and patrons with courtesy and in a professional manner.
- C. All food and beverages will be handled in a manner consistent with the highest degree of sanitation and care. As per Health Department requirements, the concession will be cleaned and sanitized daily.

V. **RESPONSIBILITIES OF CONTRACTOR (CONT.):**

- D. Concessionaire must secure and maintain at its own expense all necessary licenses for the possession, sale and service of food, beverages, herein specified, and all licenses and permits necessary to the conduct of business under the terms of this license. In the event that the Concessionaire is unable to obtain any license or permit is revoked, the concession license with the County shall terminate as if the term of the contract had expired. The Concessionaire shall obtain all necessary licenses and permits required by law before beginning operation of the concession.
- E. Concessionaire agrees that the County will not be responsible for the installation of water supply, sewer or drain pipes or fixtures other than maintaining those provided.
- F. Concessionaire shall furnish at its own expense any additional equipment and/ or all refrigerators, coolers, electrical appliances, ovens, stoves, dishwashers, dishes, cutlery, napkins, cups and any other service and cleaning equipment necessary for the proper performance of the Concessionaire's obligations. County owned equipment will be maintained by the Concessionaire; repairs will be made by a licensed contractor at the Concessionaire's expense. Equipment must be kept in good working condition.
- G. Concessionaire assumes all risk in the operation of this license and shall be solely responsible and answerable in damages for all accidents or injuries to person(s) or property and hereby covenants and agrees to indemnify and hold harmless the County of Erie, the Commissioner of Parks & Recreation, and all officers and employees of the County of Erie from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect arising out of the operation of this license, or the carelessness, negligence or improper conduct of the Concessionaire or any servant, agent or employee, which responsibility shall not be limited to the insurance coverage provided for herein.
- H. The Concessionaire expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus, water supply equipment, or wires furnished for the premises or by reason of any loss or impairment of light, current, or water supply which may occur from time to time for any cause, or for any loss or damage sustained by the Concessionaire resulting from fire, water, tornado, civil commotion or riots, and the Concessionaire expressly waives all rights, claims and demands and forever releases and discharges the County of Erie and its officers, employees and agents from any and all demands, set-offs, claims, actions and causes of action arising from any of the aforesaid.

V. **RESPONSIBILITIES OF CONTRACTOR (CONT.):**

- I. All articles and services sold or used under this license must be of good quality. The Concessionaire shall maintain and operate the concession provided for in this license in a manner satisfactory to the Commissioner and at all times conform with the rules and directions of the Commissioner and charge only such prices in connection with its operation as shall be responsible and standard in this area. A list of prices for all articles sold shall be prominently and legally displayed at the point of sale.
- J. The Concessionaire agrees to keep the Clubhouse open during golf season from 6 am. opening day to sunset or beyond if play dictates until Labor Day or approximately; followed by 7am to sunset or beyond if play dictates due to league functions providing staff on premises. Halfway house should maintain similar hours as dictated by play.

All functions must be held during the hours of operation and must be approved in writing by the Commissioner in advance. Be advised that non-golf related functions, including weddings and receptions, will not be approved.

In the event that the level of service provided by the Concessionaire is deemed unsatisfactory by the Commissioner, it may be grounds to terminate the contract.

VI. **RESPONSIBILITY OF THE COUNTY:**

The County will pay for electricity and natural gas to be consumed in operating the concession and will furnish all necessary and adequate rubbish and garbage receptacles for the use of the Concessionaire, which shall be removed by Parks Department employees.

VII. **INSURANCE:**

Insurance shall be procured by the Concessionaire before commencing work, no later than fourteen days after notice of award, and maintained without interruption for the duration of the contract. The Concessionaire shall furnish an Insurance Certificate complying with County's insurance requirements attached hereto as Exhibit IC, and shall be subject to approval by the County Attorney. Additionally, Concessionaire shall furnish a certificate of insurance for extended coverage or all-risk coverage for the building and County-owned property therein, naming the County as well as the Concessionaire as the Insured.

VIII. **MAINTENANCE:**

All buildings and space currently provided by the County covered by this license and used by the Concessionaire in the conduct of this concession shall be maintained and kept in repair by the County as shall be determined by the Commissioner and surrendered by the Concessionaire to the County at this expiration or other termination of this license in as good condition as when received, reasonable wear and tear and damage by the elements expected. The Concessionaire shall not make any alterations in the licensed premises without written approval of the Commissioner. The County may make structural repairs and improvements to the licensed premises at any time.

It is agreed that the licensed premises may be inspected at any time by authorized representatives of the Commissioner, or representatives of the Erie County Department of Health. The Concessionaire must agree that if notified by the Commissioner or his representative that any part of the licensed premises or the facilities thereof is unsatisfactory to remedy the same at once.

IX. **ASSIGNMENT:**

Concessionaire shall not transfer or assign this license. Unless personally operated by Concessionaire only, the Concessionaire agrees to employ a manager who is satisfactory to the Commissioner to operate this license. If at any time the Commissioner notifies the Concessionaire that the manager is unsatisfactory, the Concessionaire shall, within forty-eight hours replace him with a satisfactory one. The Concessionaire further agrees to have at all times sufficient attendants on duty to render adequate service and assistance to the public, the Commissioner being the judge of the adequacy of such services.

X. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship be and hereby established under the terms and conditions of this contract and that the Concessionaire and any employees of the Concessionaire are not, nor shall they be deemed to be, employees of the County.

XI. **ADVERTISING:**

The Concessionaire shall not advertise in any manner or form on or about the premises, buildings or spaces located to it, or elsewhere, or in any newspaper or otherwise, except by means of such signs or form of advertising as shall be approved by the Commissioner. The Concessionaire shall not employ or use any persons known as "hawkers", "spielers", "criers", or other noisemakers or any other means of attracting attention to the Concessionaire's concession without approval by the Commissioner, nor shall the Concessionaire carry on within or upon said licensed space any other operation than herein described or interfere with any other concessionaire of the County or any employee of any other concessionaire.

XII. **CIGARETTES & TOBACCO RELATED ITEMS:**

There shall be no tobacco related items sold or distributed any time on the premises.

XIII. **LEGAL COMPLIANCE:**

- A. Concessionaire shall comply with all ordinances, statutes, rules and regulations of all governmental bodies, including the local police, the County, and the health and sanitary authorities. Structural alterations, additions or installations shall remain the responsibility of the County. The Concessionaire shall not use, nor suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof for any illegal purpose, or for any purpose in violation of any Federal, State or municipal law, ordinance, rule order or regulation or of any ordinance, rule order or regulation of the Commissioner now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and hold harmless the County of Erie and its agents, officers and employees from and against any damage, penalty of fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Concessionaire, or any employee, person or occupant for the time being of said premises.
- B. Concessionaire shall comply with all Federal and State Labor and Worker's Compensation Laws and must pay all employer's taxes for Social Security and Unemployment Insurance, and all other taxes which are measured by the wages, salaries or other remuneration paid to persons employed by Concessionaire; and must comply with sales tax requirements and income tax or other withholding requirements; and must indemnify and hold harmless the County of Erie from liability for the payment of such taxes or charges.
- C. The Concessionaire must agree to the provisions of SS 220 and 220-c of the Labor Law.

XIV. **EXECUTORY:**

As to the obligation of the County under the provisions of the license agreement, the same shall be deemed executory only to the extent of the moneys available thereof, and no liability shall be incurred by the County beyond the moneys available for the purpose.

XV. **REPRESENTATIVE CAPACITY:**

It is expressly understood and agreed by and between the parties that the Commissioner and the Erie County Executive and their officers and agents are acting in a representative capacity and not for their own benefit, and that neither the Concessionaire nor any occupant shall have any claim against them or any of them as individuals in any event whatsoever.

XVI. **TERMINATION:**

If the Concessionaire shall fail to make payments to the County in accordance with the terms hereof or shall fail or refuse to carry out the terms hereof, then the County may cancel this agreement upon ten (10) days notice served as stated in Section XIV hereof, and upon such termination the County shall have the right to enter the premises occupied by the Concessionaire, by force or otherwise, and take full possession thereof, and close the premises for such time as it may deem proper, or at the option of the County, may remove therefrom the property and effects of the Concessionaire, and with or without legal process, expel, oust and remove all parties who may be present upon or occupy any part of the premises, and all personal property that may be thereon or therein contained, without being liable to prosecution damage or damages therefor, or for any damages to, or loss of any personal property belonging to any party upon or occupying said premises or any part thereof from any cause whatsoever by reason of such removal, and the Concessionaire expressly waives any and all claims for damages and loss against the County, or the Commissioner, their officers and agents, for or on account of any act done or caused to be done in exercising this right; and the County shall have the right to sell the said personal property so seized or removed and recover by such sale or legal process any and all sums due to the County under the terms of this agreement plus the costs and expenses incurred under the terms of this agreement.

It is understood and agreed that upon failure or refusal of Concessionaire to actively operate the concession in accordance with the conditions set forth herein, a failure of consideration will result and the license may be terminated by the County. Under no circumstances shall the termination of this contract by the County, relieve the Concessionaire of any liability for the payment of any license fee for the remainder of the term at the time of termination, or act to discharge him from the obligation of coverage under Section V for the balance of the term.

XVII. **DISCONTINUANCE:**

It is understood that the County may from time to time make changes in the location and capacities of park facilities and methods of operation and may discontinue certain park facilities or their use by the public during the term of this license.

XVIII. **NOTICE:**

All notices and orders given to the Concessionaire may be served by mailing the same to the Concessionaire at the address set forth on the first page of this agreement or by delivering a copy thereof to the Concessionaire in person, or by leaving it at its place of business in the park with any person then in charge of the same, or by posting the same in a conspicuous place upon the outside or inside of the refreshment stand.

XIX. **LIENS:**

It is expressly agreed that the County shall have a continuing lien on all personal property of the Concessionaire which may be on the premises for any and all sums which may from time to time become and be due to the County under the terms of this license agreement, and upon default of payment by the Concessionaire, the County has the right, in addition to any other legal or equitable remedies available to it, to take possession of and retain the same until the full amount due shall be paid, or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency to resort to any legal remedy.

XX. **PROPERTY RIGHTS:**

The Concessionaire agrees not to remove any personal property brought upon the licensed premises by the Concessionaire for the purpose of this license (exclusive of sales in the normal course of business) except with the express written permission of the Commissioner. Upon the expiration of the term herein, if the Concessionaire has made full payment under this license and has carried out the terms of this agreement, it may remove its personal property from the premises and shall do so within one week after the end of the term herein stated and on failure to do so, the Commissioner, by his officers and agents, may cause the same to be removed and stored at the cost and expense of the Concessionaire and the County shall have a lien thereon in the amount of the cost and expense of such removal and storage until paid and may, ten (10) days after giving written notice to Concessionaire by certified mail, sell such personal property and reimburse itself for such cost and expense plus the expenses of sale.

It is expressly understood and agreed that no real or personal property is leased to the Concessionaire, that it is a licensee and not a lessee, that the Concessionaire's right to occupy the premises and to operate the license shall continue only so long as the Concessionaire shall comply strictly and promptly with each and all of the provisions, agreements and conditions contained herein.

XXI. **ACCOUNTABILITY:**

The Concessionaire shall be fully accountable for its performance under this agreement, and agrees that it, or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate this contract or its performance.



CONCESSIONAIRE MUST FILL IN THIS PAGE AND RETURN ALL BID SHEETS WITH BID

ANNUAL FEE FOR INITIAL TERM: \$ \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**EVALUATION PROCESS:**

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The Commissioner reserves the right to weigh the evaluation criteria in any manner he deems appropriate.

- Proposer demonstrated capability to provide services; and
- Proposer's experience to perform the proposed services; and
- Proposer's presentation; and
- Proposer's financial ability to provide services; and
- Proposer **must** sign Exhibit B stating that the organization and/ or its owner does not owe any back taxes to the County of Erie.

**County of Erie**  
**DEPARTMENT OF PARKS, RECREATION AND FORESTRY**

**INSTRUCTIONS TO PROPOSER'S**

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE HIGHEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the highest qualified responsible bidder, it shall be the highest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:  
  
IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

ERIE COUNTY RATH BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-7037

**County of Erie**  
**DEPARTMENT OF PARKS, RECREATION AND FORESTRY**

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on an acceptable form, as approved by the County Attorney.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

**County of Erie**  
**DEPARTMENT OF PARKS, RECREATION AND FORESTRY**

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

b. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

c. In the event of termination for any reason other than the fault of the Contractor, or the non-availability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

# County of Erie

## DEPARTMENT OF PARKS, RECREATION AND FORESTRY

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME \_\_\_\_\_

ADDRESS OF PRINCIPAL OFFICE STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Check one: CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_

If foreign corporation, state if authorized to do business in the State of New York:

YES \_\_\_\_\_ NO \_\_\_\_\_

TRADE NAMES: \_\_\_\_\_

ADDRESS OF LOCAL OFFICE STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____

(Rev. 4/1/93)

ERIE COUNTY RATH BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-7037  
EXHIBIT "A"



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DEPARTMENT OF PARKS, RECREATION AND FORESTRY

## **ASSIGNMENT OF PUBLIC CONTRACTS**

### GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sub lessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 1/00)

ERIE COUNTY RATH BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-7037



**EXHIBIT "IC"****INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE**

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. **CERTIFICATES OF INSURANCE**
  - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
  - B. Coverage must comply with all specifications of the contract.
  - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Additional Insured	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- IV. Minimum coverage with limits are as follows:
- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted

X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law.

Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.